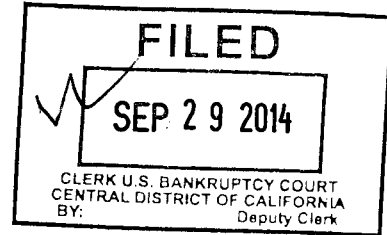


LISA F. ROSENTHAL (BAR # 153320)
LAW OFFICES OF ROSENTHAL & ASSOCIATES
21601 Vanowen Street, Suite 208
Canoga Park, California 91303
Tel: (818) 348-2896 FAX (818) 348-1247

Attorneys for Plaintiff
Kelly Furie



UNITED STATES BANKRUPTCY COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES DIVISION

IN RE:

RUSSELL FURIE

Debtor

Kelly Furie

Plaintiff,

vs

Russell Furie

Defendant.

CASE NO: 2:13-bk-18101 BR

Adversary Number: *13-AP-01601-BR*

**Declaration of Plaintiff
Kelly Furie in Reply To
Defendant's Declaration**

**Trial Date: 10/22/14
Dept: 1668**

TO THE HONORABLE BARRY RUSSELL, UNITED STATES BANKRUPTCY

JUDGE:

Plaintiff Kelly Furie respectfully submits this reply
declaration:

1. I am a Plaintiff in the above-described action. I am
familiar with the facts and circumstances forming the basis of

1 this lawsuit and have personal knowledge of the facts stated
2 herein.

3 **Spousal Support**

4 1. Russ alleges in his declaration that I agreed to waive
5 spousal support in exchange for him waiving a so-called "claim
6 for breach of fiduciary duty". This statement is completely and
7 utterly false.
8

9 2. Russ was the person who told me that "we were going to
10 win the Octagon litigation" and it was Russ who retained the
11 services of Mr. Joseph Brown, a creditor of Russ to handle this
12 litigation. In fact, Russ was the only person dealing with Mr.
13 Joseph Brown, as I was operating A+ Teaching Supplies. That is
14 why Mr. Brown sued Russ for the Octagon Case and got a money
15 judgment against him. Russ is lying to this Court when he claims
16 I made assurances to him about our chances of winning the
17 Octagon case.
18

19 3. Moreover, I was never 'financially infidelity' as to
20 the finances of the community. Russ is always alleging that I
21 "stole" KMF investments etc. What I do not understand is how he
22 can completely ignore all of his emails on this issue, attached
23 hereto as **Exhibit 11**, which clearly shows that Russ wanted me to
24 close KMF and A+ Teaching Supplies as it was losing money and he
25 no longer wanted to keep putting money into the business. These
26
27
28

1 emails clearly show that I never deceived Russ and was always up
2 front and honest with him. Not like he was to me.

3 4. The Court should note that Russ does not contradict or
4 attempt to explain why he breached the agreement originally. He
5 does not explain nor attempt to explain to this Court why he
6 stopped paying the mortgage. **NOR DOES HE DENYING TELLING ME THAT**
7 **I SHOULD NOT WORRY. OUR CHILDREN AND I WILL RESIDE IN THE HOME**
8 **UNTIL MACKENZIE REACHES 18. THUS WAIVING SPOUSAL SUPPORT IS A**
9 **GOOD THING.** Nor does he explain to this Court why, when we
10 amended the judgment in September 2010, wherein Russ gives to me
11 the family home, he prevented me from doing the loan
12 modification to save the home and more importantly never
13 transferred title to me.
14
15

16 5. The Court should take a close look at the declaration
17 of Russ and wonder why he does not either contradict my
18 testimony under oath or attempt to explain why he did what he
19 did.
20

21 6. Russ also alleges in his declaration that during the
22 dissolution action itself that he, myself and Ms. Rosenthal
23 discussed taking me off title and insurance etc. to refinance
24 the family home. This is completely false. If the home was to
25 expensive for him to maintain, the Court must wonder why he
26 wanted it in the first place and not have it sold in the family
27 law case.
28

1 It also appears that Russ is trying to "shift the blame" of
2 our filing for legal separation and financial issues to my
3 attorney, Ms. Rosenthal. I would like to make it clear. Ms.
4 Rosenthal never participated in or had any discussions between
5 Russ and me about the filing of legal separation. In fact, she
6 advised me that it was best to just get divorced and not
7 separated. Moreover, she advised me not to waive spousal
8 support, however, as I trusted Russ and his promises to me that
9 I would not have to worry about finances and that I and the kids
10 would be able to reside in the family home until our daughter
11 reached 18, I proceeded to sign the stipulated judgment of
12 separation, giving all assets to Russ. I trusted Russ and his
13 representations that he made to me.
14
15

16 7. Russ also argues to this Court in paragraph "e" on
17 page 26, that the judgment of legal separation in the family
18 court mirrors his exhibit 61. Once again, I cannot understand
19 Russ' thinking. Exhibit 61 does not "mirror" the judgment in
20 family case. Exhibit 61 does not address support, custody,
21 visitation, division of assets or any of the issues addressed in
22 the family law judgment, since at the time in 2008 we were not
23 thinking about getting divorced at all. Our marriage, as I saw
24 it, was still in tact.
25
26

27 8. Now Russ also alleges in his declaration,
28 specifically, paragraph "k" pages 27-28 that he was having

1 problems paying the mortgage in February of 2010. If that was
2 true, the Court must ask him the question, why did he want the
3 asset in the first place. The house could have been sold during
4 the family law proceeding. The answer to this question is
5 simple. The reason Russ wanted the house was because our goal,
6 at least it was my goal and I was led to believe, by Russ and
7 his statements, that it was his goal as well, that we "would
8 keep the family together" and live in our home.
9

10 9. The Court should note that Russ does not contradict
11 this belief or state that he never made these representations to
12 me. Nor does he state that I was wrong in my belief.
13

14 10. The Court should note that the following statement by
15 me under oath in my declaration the following " I had to waive
16 my right to receive spousal support in the agreement. He told me
17 not to worry about the waiver of spousal support as I would
18 receive the equivalent of spousal support by the fact that he
19 would be paying the mortgage on the family home and that he
20 would be paying the electric bill for the house etc. and that I
21 and the children would remain in the family home until our
22 youngest daughter Mackenzie turned 18 years old" was never
23 contradicted or questioned by Russ at all in his declaration nor
24 did he deny making these promises and representations to me.
25
26

27 11. I believe that is because he knows that it is true.
28

1 12. Russ is also constantly stating that I was adjudicated
2 a "fraud" in my bankruptcy. This statement is patently false
3 and not supported by any evidence. The summary judgment motion
4 that was granted by the court in my bankruptcy, case number 11-
5 bk-10366; 11-ap-01020 VK, denied me a discharge because of the
6 marital settlement agreement that is at issue here in this case.
7 And it should be noted that as I was representing myself at the
8 time in my bankruptcy, I did not oppose the motion as I did not
9 know how to and I did not have the money to retain counsel.
10 Hence the motion was granted, as it was unopposed.
11

12 However, to the extent that Russ wants this Court to
13 believe that the judgment in family law case was fraudulent,
14 then the person who committed the fraud was Russ. He made
15 promises, which he never intended to perform.
16

17 13. Russ never intended to pay the mortgage on the family
18 home and allow the children and myself to reside there until
19 Mackenzie reached 18. Russ never intended to share the community
20 assets with me, and place my name back on all community assets
21 as he stated he would in **Exhibit 1**. Clearly Russ committed fraud
22 and the debt should not be discharged.
23

24 **Transfer Of RKF Assets**

25 14. One of the assets that I, in reliance on the promises
26 made to me by Russ, RKF Investments awarded to Russ in the
27
28

1 judgment of legal separation was transferred by Russ to his
2 father in an effort to avoid paying me child support.

3 15. I brought a motion for a turnover order of this asset
4 to me.

5 16. The family Court found that this asset was valuable
6 asset and had cash reserves of approximately \$105,000.00. See
7 **Exhibit 8 page 2.**

8
9 17. The Family Court, Judge Terrell made a finding the
10 transfer of this valuable asset to Russ' father was fraudulent
11 and ordered that the asset be turned over to me immediately. See
12 **Exhibit 9**

13
14 18. Russ has not complied with this order, which is still
15 in full force and effect.

16 19. Moreover, Russ has not proffered any evidence in his
17 declaration contradicting this fact. Nor has he filed any appeal
18 as to this order of the Family Law Court, Judge Terrell. The
19 order is still in full force and effect. I request that this
20 Court find that Russ has not disclosed this transfer on his
21 schedules and deny him a discharged in this bankruptcy.

22
23 **Child Support Arrears**

24 20. The family Court has already adjudicated that Russ is
25 to pay child support in the sum of \$2,092.00 retroactive to
26 August 1, 2011. This was based upon a motion filed by Russ to
27 comply with the Appellate Court's ruling.
28

1 21. Based upon the finding that support is to be at the
2 rate of \$2,092.00 I have compiled the following spreadsheet of
3 the support arrears currently owed. See **Exhibit 10**.

4 Russ has not proffered any evidence in his declaration to
5 show that these arrears are not due and owing. I request that
6 this Court find that there is due and owing in child support
7 arrears the sum of \$30,197.72 and find that this support arrears
8 is non-dischargeable pursuant to 11 USC §523(a)(5).
9

10 **Attorney Fees**

11 22. Based upon the conduct of Russ, the family Court
12 ordered Russ to pay to me as and for attorney fees the sum of
13 \$6,000.00. See **Exhibit 8 page 7 and 9 page**.
14

15 23. Russ has not paid this sum that has been ordered by
16 the Court. Nor has Russ argued that he has paid in this sum in
17 his declaration. It is admitted by Russ that this sum is do and
18 owing.
19

20 24. This sum was awarded to me by the family court during
21 the course of our divorce proceeding and was not and does not
22 qualify for alimony, maintenance or support within the
23 definition of same, pursuant to 11 USC §523(a)(5). Russ appealed
24 this attorney fee award and lost. Thus, the fees are still due
25 and owing and should be declared non-dischargeable.
26

27 25. Russ' argument in his declaration is the claim that I
28 have not paid the attorney fees to my attorney and as such, he

1 should not be ordered to pay them. That is not a valid argument.
2 The family court ordered Russ to pay the fees and not me. Thus,
3 these fees should be paid on my behalf directly to either me so
4 I can pay my attorney or my counsel directly. Either way the
5 attorney fees are still due and owing and have not been paid by
6 Russ.
7

8 26. The Court must be asking why would Defendant lie to me
9 and make promises to me. What is his motive? I believe the
10 motive is clear. In the last paragraph of his declaration he
11 states as follows: "... I would gladly take our kids. Should
12 Plaintiff actually not be in a position to care for our
13 children..."
14

15 The motive is clear. Russ has wanted to make me go
16 bankruptcy, take all of our assets, throw me and the children
17 out on the street, refuse to pay the Court order child support,
18 take the matter up on appeal, lose the appeal and still not pay
19 the Court ordered child support, basically make me financially
20 insolvent so I can no longer take care of the kids so he can
21 take the kids away from me, their mother.
22

23 I believe the Court can now discern his motives to defraud
24 me. I see it now. Russ really hates me. He has been lying to me
25 all along. He never intended to "keep the family together" as he
26 has stated over and over again to me and to our children. All of
27
28

1 it was just lies, so he can take all of the assets and the
2 children away from me and make me destitute.

3 Moreover, what is also clear from the declaration of Russ
4 is that he is financially able to pay his debts. He is able to
5 pay the child support arrears that exist and he is able to pay
6 the attorney fees that were ordered. He is just refusing to pay
7 these debts and filed this frivolous bankruptcy in order to take
8 the children away from me.
9

10 This Court should not condone the conduct of Russ. I
11 therefore request that this Court grant me judgment as follows:

12 1. That Russ, based upon his fraud owes me the sum of
13 \$565,080.00 and this sum is not discharged in this bankruptcy;
14

15 2. That Russ is in the arrears in child support the sum
16 of \$30,197.72 and this sum is not discharged in this bankruptcy;

17 3. That Russ owes attorney fees in the sum of \$6,000.00
18 and this sum is not discharged in this bankruptcy.
19

20 I declare under penalty of perjury under the laws of the
21 State of California, that the foregoing is true and correct.

22 Executed this September 25, 2014.
23

24 
25 By: Kelly Furie
26 Declarant
27
28

EXHIBIT 11

RUSSELL FURIE

Main Document Page 12 of 23

From: kfurie@rkfi.com

Sent: Friday, April 30, 2010 4:15 PM

To: RUSSELL FURIE

Subject: Re: Change in officers for KMF (breif history and reason for placing you as the primary officer)

Russ,

According to Lisa I can get a business checking account and have the business put back in my name.

I tried getting a federal tax id number but was denied.

I am going to talk to Jeff and craig to see if i need to have a fed tax id number inorder to open a bank account

I want KMF to be closed so this wont be a burden to you anymore.

kelly

-----Original Message-----

From: RUSSELL FURIE [mailto:RFURIE@RKFI.COM]

Sent: Friday, April 30, 2010 04:05 PM

To: kfurie@RKFI.COM

Subject: Change in officers for KMF (breif history and reason for placing you as the primary officer)

Kell,

As you are aware, I had very few options with regards to Officers for day-to-day contro of A Plus (KMF).

Due to illness (especially with my brief hospitalization), I am not able to deal with many issues and especially this business. I kept it because I had hoped (against all evidenc to the contrary) that somehow it could rebound and pay some expenses outside of the business (also I wanted the assets against what was owed me based on our agreement dated on or about 02/28/10). However, to me, this business may not turnaround. I realize you have a different view (which is why you are there running things).

In the near future (and once some things get sorted out between you and me), I will be looking to extricate myself from this business to try to recoup some of my losses from the money I had loaned to you (from my sole and separate assets) against your share of the joint marital assets (which are now my assets).

How I extricate myself is still unknown (sale of assets, dissolution, other methods for another party to assume ownership, etc.).

For the time being, you are conditionally in charge of KMF (A Plus). You are in charge only as long as:

- You do not bounce any checks.
- You do not give out post-dated checks.
- You do not enter into any liabilities (without my expressed written permission).
- You make sure the necessary business bills get paid (business insurance, sale tax, personal property tax, etc.).

Please email me back if you agree with this email.

*Kelly
Given
Limited
Auth
as President
KMF*

From: Kelly Furie kellykmc0825@aol.com
Subject: Fwd: change of ownership by July 1st
Date: June 15, 2014 at 10:09 PM
To: lisa@valleylawoffice.com

-----Original Message-----

From: kfurie <kfurie@rkfi.com>
To: KELLYKMC0825 <KELLYKMC0825@aol.com>
Sent: Fri, Jun 18, 2010 4:17 pm
Subject: Fwd: change of ownership by July 1st

-----Original Message-----

From: Bobbie Thomas [mailto:bobbie@NICKERSONINS.COM]
Sent: Friday, June 18, 2010 03:02 PM
To: kfurie@rkfi.com
Cc: rfurie@rkfi.com, 'Robert Takata'
Subject: RE: change of ownership by July 1st

Kelly & Russ:

Since this policy only covers KMF Investments Inc dba A+ Teaching Supplies I don't think that there would be a problem changing it back to just A+ Teaching Supplies. What we would need is something that shows the KMF corporation is now being dissolved and Kelly is the sole owner of A + Teaching Supplies.

Thank you for your business and Have a Nice Day!

Sincerely,
Bobbie Thomas
Nickerson Insurance Services Inc.
P.O. Box 3579
Torrance, CA 90510-3579
License # 0491589
Direct Line: 310-325-0616
Fax: 310-326-9304
Visit us at www.nickersonins.com

The finest compliment that we can receive is a referral to your friends and family. If you have someone that might be interested in our services, please send us their name, number, or email, or they can contact me by phone at 310-325-0616. As a token of our appreciation, you will receive a free gift and be entered into our monthly drawing to win a \$50.00 gift card from the place of your choice!

Kelly is going to create a DBA for herself as a sole proprietor.

Best,

Russ

661-298-9171 VOICE
866-886-9767 FAX

KELLY FURIE

From: RUSSELL FURIE [RFURIE@RKFI.COM]

Sent: Saturday, May 16, 2009 1:48 PM

To: kfurie@RKFI.COM

Subject: A+ could be your sole and separate asset

Kelly,

If you want me to be out of my 1/3 of A+ (which is basically just assuming the debt or we can figure out some other equitable arrangement), I would be more than happy to let you have A+ as your sole and separate asset (and take out of KMF ownership).

However, I would be willing to do this only under the following condition which include (but not limited to):

- A general release from Golden Oaks for the lease
- An agreement from Golden Oaks they would not pursue my personal assets or any of our community assets in the event of breach from you
- Absconding indemnification from you with regards to any credit card/vendor debt associated with the A+ business.

After that, do whatever you want with the A+ business.

Russ

661-298-9171 VOICE
866-886-9757 FAX

5/24/2011

KELLY FURIE

From: RUSSELL FURIE [RFURIE@RKFI.COM]
Sent: Thursday, August 27, 2009 2:39 PM
To: kfurie@RKFI.COM
Subject: Tax issue with kids (on settlement); possible idea on saving business in case of debt issues

Kelly,

Please keep this between us!

Just to confirm our conversation:

I also forgot about the tax issue. I called Craig. I cannot claim the kids for tax write-offs if I pay child support. Since I am giving up physical custody and would like to save whatever money I can (which would help since I will hopefully live in the area), I would like to be able to write-off one of the kids for taxes.

I would prefer McKenzie since she is younger. However, this is not a battle worth fighting (I could take Kyle).

Also, we discussed different ideas regarding the lease and keeping your ownership alive.

Here is what I think we could try:

- Dissolve KMF
- Create a new LLC that is owned by only me
- Since we would be divorced, there would be nothing for anyone to get
- You would sign the new lease with Golden Oaks
- We would then create an assignment of your lease to the new LLC
- The new LLC would get a DBA for the business
- I would open a bank account for the new LLC and you would be a signer (I am not interested in having anything to do with this business even though I would be forced to be a signer).
- We would have a separate, confidential agreement between us that would allow all profit to be streamed to you (I would take nothing) and you would get the business back at a point in time. You would need to run this by Lisa to see how we could do this so that you and are protected (my biggest concern is to make sure there are provisions that no credit is obtained using the new LLC and you don't write any bad checks...since the business will be using my name).
- When the time is right, you go BK. I will to set aside up to \$1,000 for your BK attorney fees (once again, Rhonda will kill me if she finds out I am talking to you about this...Lisa will probably know this).

Please think this through and discuss with Lisa. Also, Lisa is right about Oldendorf and she doesn't follow the law! If Lisa wants stuff about our case, I would be happy to give you the stuff. I don't recommend she contact Joe at this time. As I stated (regarding the Trust), there are no hidden assets or records. If you want records, I will give them (just ask).

5/24/2011

lisa f. rosenthal

From: kfurie@rkfi.com
Sent: Tuesday, September 01, 2009 10:54 AM
To: lisapl@earthlink.net
Subject: Fwd: Agreements
Attachments: A PLUS TERMS AND CONDITIONS.pdf; MARITAL Settlement Agreement.pdf; Co-Habitation Agreement.pdf

-----Original Message-----

From: RUSSELL FURIE [mailto:RFURIE@RKFL.COM]
Sent: Tuesday, September 1, 2009 08:08 AM
To: kfurie@RKFL.COM
Subject: Agreements

Kelly,

Attached are my proposed agreements as follows:

- Marital Settlement agreement
- A Plus Agreement
- Co-Habitation Agreement

I did my best on these agreements to cover as much as possible (including our discussions). I can send these in Word format to Lisa (so that she can cut and paste for the final agreements). I don't think she could do the A Plus agreement (as that is a business arrangement between you and I). However, we can ask her.

I am trying to create an arrangement that will hopefully make it possible for us to move on.

It would be insulting to lie to you and say these agreements don't lean in my favor.

I truly hope that we can build from here and never have to end the relationship.

Love,

Russ

661-298-9171 VOICE
866-886-9767 FAX

9/1/2009

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From: KELLY FURIE <KFURIE@RKFI.COM>

[[add to contacts](#)]

To: kfurie@RKFI.COM

Cc:

Date: Friday, February 26, 2010 01:21 pm

Subject: FW: Confirming arrangment of community property; additional funding for A+

From: RUSSELL FURIE [mailto:RFURIE@RKFI.COM]

Sent: Wednesday, September 02, 2009 12:53 PM

To: kfurie@RKFI.COM

Subject: Confirming arrangment of community property; additional funding for A+

Kelly,

Just to confirm:

In exchange for the liens against your shares of stock for loans given from my sole and separate monies:

- I will release my rights and interests in KMF (will be your sole and separate asset)
- You will release your rights and interests in Roth (will be my sole and separate asset)
- You will release your rights and interests up to 91.9% to me as my sole and separate asset. You will retain 9.9% of the stock. However, based on the advice of our lawyers (and possibly Craig), we may both decide it is in our best interest to secure your 9.9% ownership using other legal instruments (such as an option to have stock/ownership rights up to 9.9% at a later date). The reason for the 9.9% ownership (and not 10% ownership...as was agreed yesterday in Lisa's office) is because of potential issues with the Department of Corporations with regards to the licensing. If you are under 10% ownership, there is no issue. Bobbie Thomas is looking into the Surety Bond issue as well (to see if there could be issues).
- You will release any future claims to the money I received from Skura for medically related settlement.
- If there is a surplus of money received as a result of the Octagon litigation (which I highly doubt), I will get the 1st \$100,000 dollars as my sole and separate property (this goes back to our mutual releases of stock). After the 1st \$100,000, we will put the remainder into paying down the mortgage (the 2nd mortgage most likely since it costs more).
- I have already loaned \$10,000 to A Plus in July. I had originally committed to loaning a total of \$25,000. Thus, there is \$15,000 left to loan. After we have signed the post-nup (transmutation) agreements, I will transfer an additional \$15,000 to you for A Plus and forgive the loan.

We still need to get guidance regarding how the BK and transfers of the community property assets should be ultimately handled.

is important to get a written opinion from Lisa the post-nup cannot be construed as an illegal transfer of assets.

-----Original Message-----

From: KELLY FURIE <KFURIE@RKFI.COM>
To: kellykmc0825 <kellykmc0825@aol.com>
Sent: Sat, Feb 27, 2010 7:34 pm
Subject: FW: Dissolving KMF

From: RUSSELL FURIE [<mailto:RFURIE@RKFI.COM>]
Sent: Wednesday, February 10, 2010 3:47 PM
To: kfurie@RKFI.COM
Subject: FW: Dissolving KMF

Kell,

FYI...per our phone conversation, I have decided it is not in our best interest for me to have own KMF (since this is for the A Plus store and you are on the lease).

I will keep the KMF account open until 03/31/10.

Russ

661-298-9171 VOICE
866-886-9767 FAX

From: RUSSELL FURIE [<mailto:RFURIE@RKFI.COM>]
Sent: Wednesday, February 10, 2010 1:45 PM
To: 'Casanuma@aol.com'
Subject: Dissolving KMF

Craig,

I have spoken with Kelly. I have decided to dissolve KMF.

Can you tell me what form to send the state?

RUSSELL FURIE



From: kfurie@rkfi.com
it: Friday, April 30, 2010 4:15 PM
To: RUSSELL FURIE
Subject: Re: Change in officers for KMF (breif history and reason for placing you as the primary officer)
Russ,

According to Lisa I can get a business checking account and have the business put back in my name.

I tried getting a federal tax id number but was denied.

I am going to talk to Jeff and craig to see if i need to have a fed tax id number inorder to open a bank account

I want KMF to be closed so this wont be a burden to you anymore.

kelly

-----Original Message-----

From: RUSSELL FURIE [mailto:RFURIE@RKFI.COM]
Sent: Friday, April 30, 2010 04:05 PM
To: kfurie@RKFI.COM
Subject: Change in officers for KMF (breif history and reason for placing you as the primary officer)

Kell,

As you are aware, I had very few options with regards to Officers for day-to-day contro of A Plus (KMF).

Due to illness (especially with my brief hospitalization), I am not able to deal with many issues and especially this business. I kept it because I had hoped (against all evidenc to the contrary) that somehow it could rebound and pay some expenses outside of the business (also I wanted the assets against what was owed me based on our agreement dated on or about 02/28/10). However, to me, this business may not turnaround. I realize you have a different view (which is why you are there running things).

In the near future (and once some things get sorted out between you and me), I will be looking to extricate myself from this business to try to recoup some of my losses from the money I had loaned to you (from my sole and separate assets) against your share of the joint marital assets (which are now my assets).

How I extricate myself is still unknown (sale of assets, dissolution, other methods for another party to assume ownership, etc.).

For the time being, you are conditionally in charge of KMF (A Plus). You are in charge only as long as:

- You do not bounce any checks.
- You do not give out post-dated checks.
- You do not enter into any liabilities (without my expressed written permission).
- You make sure the necessary business bills get paid (business insurance, sale tax, personal property tax, etc.).

9/20/2010

Please email me back if you agree with this email.



Thanks.

Russ

661-298-9171 VOICE
866-886-9767 FAX

9/20/2010

RUSSELL FURIE



From: kfurie@rkfi.com
Sent: Saturday, April 24, 2010 11:34 AM
To: RUSSELL FURIE
Subject: Re: Changing the Statement of Information regarding KMF
I agree, but need to wait until after Tuesday.

kelly

-----Original Message-----

From: RUSSELL FURIE [mailto:RFURIE@RKFI.COM]
Sent: Saturday, April 24, 2010 11:22 AM
To: kfurie@RKFI.COM
Subject: Changing the Statement of Information regarding KMF

Kell,

As you are, Dave Goosenberg now has all the primary officer positions with RKF.

Roth is a LLC with a partnership agreement. There are no managing members. So it is no big deal for Dave to deal with anything that comes up with Roth (which has no income and may not for a while?if ever).

KMF is the corporation that was setup just for A Plus (since it had nothing to do with RKF and it was felt it should stand under a separate entity). I took KMF due to our post-nuptial agreement (signed and notarized on or about February 2008) and the marital stipulated judgment. Even though I have serious doubts, I retained this business/asset to see if there was anyway money could still be made through A Plus (with you still basically running the day-to-day affairs of that business).

Since my heart issue a couple of weeks ago (and my overall health), I have no desire to remain connected to this business. However, for reasons that are obvious, I must continue ownership of this business until things become clear to me regarding its disposition (hopefully soon). If you feel up to the task, I have decided it?s in my best interest to change the Statement of Information regarding KMF to place you in all the primary officer positions. I don?t even want to be on the checking account. Of course there are conditions, such as you are not authorized enter into liabilities for KMF and cannot bounce checks.

Please email me back if you are in agreement (and then I will proceed to make changes with the California Secretary of State next week.

Thanks.

Russ

661-298-9171 VOICE
866-886-9767 FAX

4/24/2010

PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:
21601 VANOWEN ST. SUITE 208 CANOGA PARK, CA. 91303

A true and correct copy of the foregoing document entitled (specify): PLAINTIFF'S SUPPLEMENTAL
DECLARATION

will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF): Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (date) _____, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☐ Service information continued on attached page

2. SERVED BY UNITED STATES MAIL:

On (date) 9/26/14, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

RUSSELL FURIE 26766 CLAUDETTE STREET, SUITE 415 CANYON COUNTRY, CA. 91351

☐ Service information continued on attached page

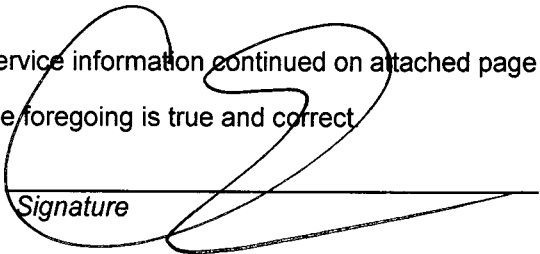
3. SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (date) _____, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

9/26/14
Date

CLAUDIA ESPINOZA
Printed Name


Signature